

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

NANCY K. O'ROURKE,

Plaintiff,

v.

Case No. 13-CV-00193 RB/KK

NORTHERN NEW MEXICO COLLEGE,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made and entered into by and between Nancy O'Rourke (hereinafter referred to as "Plaintiff") and Northern New Mexico College (hereinafter referred to as "Defendant") on this 3 day of December 2014.

- 1. Plaintiff and Defendant desire to settle and discharge all claims asserted, and that could have been asserted, in the above captioned lawsuit.**
- 2. In consideration of Plaintiff releasing all claims against Defendant, Defendant agrees to pay a total amount of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500.00), \$10,000.00 of which is for back wages, to Plaintiff and her attorneys. In return, Plaintiff, her agents, attorneys, heirs, successors, assigns, personal representatives, and any persons or parties subrogated to her rights and any persons or parties having any rights of**

representation through her hereby agree to unconditionally release and discharge Defendant and its employees, officials, agents, insures, successors and assigns from any and all claims including but not limited to punitive or exemplary damages, for interest, costs, and attorney's fees; for lost wages, for claims of any type which could have been made under state or federal statute; for any claims which could be made pursuant to any theory of the common law; and for any other claims of whatsoever that Plaintiff had or could have had, resulting from, arising out of, or in any way related to the above captioned lawsuit.

3. In further consideration and inducement for this compromise settlement, Plaintiff agrees to indemnify, defend and hold Defendant harmless from any and all past, present and future claims, liens, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Plaintiff, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out directly or indirectly from the events that form the basis for the above captioned lawsuit. It is the intent of Plaintiff that this indemnity agreement shall include indemnification to Defendant for any and all judgments, awards, settlements, costs, attorney's fees or expenses arising out of actions taken by the Plaintiff subsequent to this Agreement. It is the intent of Plaintiff to completely and fully terminate any exposure or liability on behalf of Defendant; however, the Plaintiff does not intend to accept any liability for the independent actions of third parties

4. Except as otherwise stated in Paragraph 2 of this Agreement, all sums set forth in Paragraph 2 of this Agreement constitute damages on account of personal injuries, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The sums designated in Paragraph 2 above includes, but is not limited to, payment for all alleged injuries, damages, compensation and payment of for all past and future medical care

and pain and suffering and all other costs, and other expenses and attorney's fees of every kind and nature related to or arising from the incidents and events more particularly described in Paragraph 2 above, and which sum is hereby paid on behalf of Defendant in exchange for which Plaintiff fully releases and discharges Defendant as set for in Paragraph 2 of this Settlement Agreement.

5. This Settlement Agreement is not, and shall not be construed to be, an admission of fault or wrongdoing on the part of Defendant, but rather is in compromise of disputed claims.

6. Plaintiff acknowledges that Defendant and its attorneys have made no promises or representations other than those recited in this Settlement Agreement to induce Plaintiff entering into this Settlement Agreement.

7. The Parties agree and acknowledge that neither of them shall make disparaging remarks about or regarding the other; each party will only state that the Litigation was resolved in a mutually satisfactory manner.

8. Defendant agrees that in response to any inquiry into Plaintiff's employment history with the Northern New Mexico College, Defendant will only provide Plaintiff's dates of employment and position held.

9. This Settlement Agreement contains the entire agreement between the parties herein and their agents and representatives and it is agreed that the terms of this Agreement are contractual and not a mere recital.

10. This Settlement Agreement shall become effective upon execution of the parties herein and may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement as of the
date first written above.

Defendant Northern New Mexico College:

Nancy Rourke

State of New Mexico)
) ss.
County of Santa Fe)

The foregoing instrument was acknowledged before me this 5th day of January 2014¹⁵

Leslie J. Lopez
Notary Public

My commission expires: 10/22/2018

Nancy O'Rourke
Nancy O'Rourke
Nancy O'Rourke

State of FL)
) ss.
County of MARION)

The foregoing instrument was acknowledged before me this 3 day of DEC, 2014,
by Nancy O'Rourke.

Kathleen Sebor
Notary Public

My commission expires: 6-3-16

